

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 28**

**STARBUCKS CORPORATION**

**and**

**Case 28-CA-292106**

**WORKERS UNITED a/w SERVICE  
EMPLOYEES INTERNATIONAL UNION**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by Workers United a/w Service Employees International Union (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Starbucks Corporation (Respondent) has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Union on March 9, 2022, and a copy was served on Respondent by U.S. mail on March 11, 2022.

(b) The amended charge in this proceeding was filed by the Union on March 15, 2022, and a copy was served on Respondent by U.S. mail on March 16, 2022.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Phoenix, Arizona (Respondent's facility), and has been engaged in operating public restaurants selling food and beverages.

(b) In conducting its operations during the 12-month period ending March 11, 2022, Respondent derived gross revenues in excess of \$500,000.

(c) During the period of time described above in paragraph 2(b), Respondent, in conducting its operations described above in paragraph 2(a), purchased and

received at Respondent's facility goods valued in excess of \$5,000 directly from points outside the State of Arizona.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

5. (a) Since at least September 9, 2021, Respondent has maintained the following overly-broad and discriminatory rules in its Partner Guide:

(1) Prohibition Against Harassment

Harassment includes conduct that creates an intimidating, disrespectful, degrading, offensive, or hostile working environment. Starbucks prohibits harassment based on race, color, religion and religious creed, national origin or place of origin, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), physical or mental disability, age, protected military or veteran status, sexual orientation, gender identity, gender expression, transgender status, genetic information, legally protected medical condition, marital or domestic partner status, status as a victim of domestic violence (including sexual assault or stalking), or any other basis protected by applicable law.

The prohibition against harassment, including sexual harassment and bullying, applies to our partners. Starbucks also prohibits harassment against a job applicant, or harassment against a partner by non-partners, including vendors, suppliers or customers. Any partner who engages in harassment, including sexual harassment and bullying, in violation of this policy will be subject to disciplinary action, up to and including separation from employment. Detailed information about harassment follows.

Harassing conduct can take many forms and may include, but is not limited to, the following:

- Physical harassment such as touching, kissing, or groping
- Verbal harassment such as threats, degrading comments, epithets, slurs, sexual teasing, and requests for sexual favors
- Nonverbal harassment such as obscene gestures or leering
- Written communications, including but not limited to letters, emails, text messages, or social media posts that could offend individuals in a particular group, such as references to racial or ethnic stereotypes or caricatures
- Derogatory posters, electronic images, photographs, cartoons, drawings or gestures, or pornographic materials
- The improper use of authority to endanger or undermine a partner's job, job performance or career at Starbucks
- Harassment involving workplace violence or a threat of violence (refer to Workplace Violence section in this guide for additional information). (p. 22-23)

[...]

## (2) A Respectful Workplace Is Everyone's Responsibility

- Refrain from any conduct that could be construed as discrimination, harassment, bullying or retaliation.
- Treat others with respect and dignity. Everyone at Starbucks, including partners and customers, should feel welcomed and safe.
- Keep the workplace professional at all times.
- Draw early attention to unwelcome or offensive conduct by informing the offending person to stop, if comfortable doing so.
- If experiencing or becoming aware of conduct that violates the respectful workplace policies, immediately report concerns to a store manager, district manager, the Partner Resources Support Center, or to Ethics & Compliance. (p. 26)

## (3) Shirts, Sweaters and Jackets

[...]

Shirts may have a small manufacturer's logo, but must not have other logos, writings or graphics. The base shirt color must be within the color palette (black, gray, navy blue, brown, khaki or white). These same colors may be the base color for a subdued, muted pattern. Starbucks®-issued promotional shirts may be worn for events or when still relevant for product marketing.

[...]

Solid-color sweaters or jackets within the color palette may be worn. Other than a small manufacturer's logo, outerwear must not have logos or writings. (p. 29)

#### (4) Pins

Partners may only wear buttons or pins issued to the partner by Starbucks for special recognition or for advertising a Starbucks-sponsored event or promotion; and one reasonably sized and placed button or pin that identifies a particular labor organization or a partner's support for that organization, except if it interferes with safety or threatens to harm customer relations or otherwise unreasonably interferes with Starbucks public image. Pins must be securely fastened.

Partners are not permitted to wear buttons or pins that advocate a political, religious or personal issue. (p. 31)

#### (5) Personal Mobile Devices

[...]

Partners are not permitted to send or receive text messages using personal mobile devices while working. In addition, if a partner needs to contact the manager during nonworking hours (e.g., partner is unable to report for work), the partner must call the manager rather than send a text message. (p. 32)

#### (6) Personal Telephone Calls and Mail

Partners are not permitted to receive personal telephone calls at the store, unless the nature of the call is an emergency. Personal telephone calls may be made only while on break, from the store's back room or office, and only if absolutely necessary and without disrupting store operations. (pp. 32-33)

[...]

## (7) Social Media

Generally, Partners must:

[...]

- Respect the privacy of personal information; partners must not share sensitive or personal information about customers or other partners.
- Only distribute Starbucks information that has been made public. Partners must not distribute internal, confidential or private company information, including future promotional activities, trade secrets, store performance, internal reports, policies, procedures, suppliers or licensees. (p. 35)

[...]

## (8) Social Media

Generally, Partners must:

- Be open about working for Starbucks and not represent themselves as a Starbucks spokesperson. Use statements such as, “I’m a Starbucks partner and these are my personal opinions, not necessarily the view of the company...” or “The postings on this site are my own and do not necessarily reflect the views of Starbucks.”

[...]

- Not respond to media requests. Partners must direct contact from the media to Starbucks Media Relations at [press@starbucks.com](mailto:press@starbucks.com). (p. 35)

[...]

## (9) Soliciting/Distributing Notices

Partners are prohibited from distributing or posting in any work areas any printed materials such as notices, posters or leaflets. Partners are further prohibited from soliciting other partners or non-partners in stores or on company premises during working time or the working time of the partner being solicited. The only exception that may apply is when a partner is engaged in distribution or solicitation related to a Starbucks-sponsored event or activity.

Persons not employed by Starbucks are at all times prohibited from selling, soliciting, distributing or posting written materials on company

premises. If inappropriate solicitation occurs in a store by a non-partner, a partner should politely ask the nonpartner to stop or leave the store. (p. 36)

[...]

(10) Video Recording, Audio Recording and  
Photography

Personal video recording, audio recording or photographing of other partners or customers in the store without their consent is not allowed except as protected under federal labor laws. (p. 37)

[...]

(11) Acceptable Use of Starbucks Electronic  
Communications Systems

Starbucks electronic communications systems are provided to users at Starbucks expense to assist them in carrying out the company's business. At all times, a partner's electronic communications should be consistent with business use and professional use. Under no circumstances should a partner access, download or send on Starbucks equipment any information that contains illegal, defamatory, obscene, offensive or pornographic material, or material that would violate Starbucks equal opportunity or anti-harassment policies or infringe on another person's intellectual property rights. (p. 39)

[...]

(12) Confidentiality

During employment with Starbucks, partners may have access to information such as drink recipes, product specifications, systems, other partner records and financial data, as well as new product innovations and ideas. All information is confidential during the course of employment and after separation, and it is imperative that any information gained during a partner's employment with the company is not disclosed to anyone outside the company, including a future employer, friends or family, or anyone within the company who is not authorized to receive such information. Partners may not under any circumstances take any records, training materials or manuals when they leave. (p.39)

(13) Conflicts of Interest

Partners are prohibited from engaging in any transaction or activity that may constitute a conflict of interest. A conflict of interest exists when a personal interest or activity interferes or appears to interfere with the duties that a partner performs at Starbucks. A conflict of interest may

influence even the most honest person, and the mere appearance of a conflict may cause a partner's act to be questioned. Partners must avoid situations that affect or appear to affect the ability to act in the best interests of Starbucks.

Some situations in which a conflict of interest may arise, and therefore must be avoided, are:

- Being employed by, consulting for or operating a business that does or desires to do business with Starbucks or that competes with Starbucks (e.g., working in a management capacity for a company that could be considered a competitor, a Starbucks manager working for a company that could be considered a competitor, or working in any capacity for a competitor without disclosing it to Starbucks).
- Making a substantial direct investment in such a business, either by a partner or a partner's immediate family member.
- Developing competing products or businesses while employed at Starbucks.
- Diverting potential or actual business opportunities away from Starbucks for personal gain.
- Engaging a family member to perform services for Starbucks.
- Acting on behalf of anyone besides Starbucks in any transaction with Starbucks (e.g., helping someone sell products and/or services to Starbucks).
- Personally engaging in real estate or other transactions in which Starbucks has an interest. (pp. 39-40)

[...]

#### (14) Media Inquiries

Starbucks partners may receive requests from the media for an interview or filming in a Starbucks store or other Starbucks support locations. Please note that, without exception, only approved Starbucks Corporation spokespeople are authorized to talk to the media. This includes local or international news, trade publications, school newspapers and other media outlets. Partners must refer all media inquiries to the Starbucks Media Hotline at (888) 997-8628. (p. 41)

#### (15) Mobile Computing

Company-provided laptops and other mobile devices are intended for business use only. As authorized, users of personal mobile devices may request access to company information on their personal mobile device through the approved request process. Accessing company information on a personal mobile device is a choice, not an obligation. Costs are not reimbursed unless required by law. Users who want to access company information on a personal mobile device are required to install or implement Starbucks-required security, control or monitoring technology on the device. (p. 41)

[...]

#### (16) Requests for Partner Information

From time to time, Starbucks receives inquiries from outside parties requesting personnel information or an employment reference regarding a partner or former partner. At all times, partners are expected to keep confidential any information about another partner and are strictly prohibited from responding to any requests. A partner should refer any such inquiry to the Partner Contact Center. (*Refer to the “Leaving Starbucks” section for more information about how a partner’s current or former employment can be verified.*) (p. 41)

#### (17) How We Communicate

[...]

Partners are expected to communicate with other partners and customers in a professional and respectful manner at all times. The use of vulgar or profane language is not acceptable. (p. 43)

[...]

#### (18) Conflict Resolution

Starbucks endorses an atmosphere of mutual respect and support. If a partner experiences a disagreement or conflict with another partner, the partner should first discuss the problem with the other partner and make every effort to resolve it in a respectful manner. If unsuccessful, the partner should seek manager assistance in resolving the matter respectfully and professionally. (p. 43)

[...]

#### (19) Corrective Action



In cases of serious misconduct, immediate separation from employment may be warranted. Examples of serious misconduct include, but are not limited to:

- Violation of safety and/or security rules.
- Theft or misuse of company property or assets.
- Falsification or misrepresentation of any company document.
- Violation of Starbucks drug and alcohol policy.
- Possession of or use of firearms or other weapons on company property.
- Harassment or abusive behavior toward partners, customers or vendors.
- Violence or threatened violence.
- Insubordination (refusal or repeated failure to follow directions).
- Violation of any other company policy. (pp. 47-48)

(20) [Back Cover]

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(b) Since at least September 9, 2021, Respondent has maintained the following overly-broad and discriminatory rules in its Mutual Arbitration Agreement:

(1) Claims Not Covered by this Agreement

Claims excluded from this Agreement are:

[a] claim or charge filed with a federal, state, or local administrative agency such as the Equal Employment Opportunity Commission, National Labor Relations Board, Department of Labor, Department of Fair Employment and Housing, the California Labor Commissioner, or other similar agency, though I am giving up the opportunity to recover monetary amounts from any such governmental agency

related claim and instead am able to pursue a claim for monetary amounts through arbitration under this Agreement.

I understand that under the National Labor Relations Act I may be entitled to act concertedly or cooperate with others to challenge this Agreement in any forum. I understand Starbucks will not retaliate against me if I act concertedly or cooperate with others to challenge this Agreement.

6. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

The General Counsel seeks an Order providing for all relief as may be just and proper to remedy the unfair labor practices alleged, including, but not limited to, requirements that Respondent:

(a) physically post and electronically distribute the Notice to Employees at all of Respondent's facilities in the United States and its Territories;

(b) electronically distribute the Notice to Employees to all employees employed by Respondent in the United States and its Territories by text messaging, posting on social media websites, and posting on internal apps, if Respondent communicates with its employees by such means;

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be

**received by this office on or before May 18, 2022, or postmarked on or before**

**May 17, 2022.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

## **NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT** at 9:00 a.m. (local time) on **June 14, 2022**, and on consecutive days thereafter until concluded, at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 4<sup>th</sup> day of May 2022.

/s/ **Cornele A. Overstreet**

Cornele A. Overstreet, Regional Director

Attachments